

**REQUEST FOR PROPOSALS  
FOR  
PRELIMINARY ENGINEERING AND DESIGN BUILD DOCUMENTS  
LAKEWOOD TOWNSHIP PARKING GARAGE  
FTA via NJ TRANSIT FUNDING  
LAKEWOOD TOWNSHIP, OCEAN COUNTY, NEW JERSEY**

Date of Solicitation: February 1, 2012

Closing Date: February 29, 2012

**A. INTRODUCTION**

This request for proposals (RFP) solicits Engineering firms to provide preliminary engineering, survey, and geotechnical services to prepare Design Build bid documents for Lakewood Township's use for construction of a Township Parking Garage at the location of the block situated between Clifton Avenue and Lexington Ave. and 9<sup>th</sup>-10<sup>th</sup> Streets, Block 113 Lots 1-5 as funded under an Federal Transit Administration Capital Investment Grant awarded through the New Jersey Transit Corporation (NJ Transit). All design shall be conducted in accordance with the more stringent NJDOT and NJ Transit roadway and pedestrian design standards, as applicable.

**B. PROJECT DESCRIPTION**

The proposed project includes the construction of a 200 space parking garage structure with future expansion having up to 5 to 6 parking levels. This parking deck structure will consist of cast in place and precast, pre-stressed concrete and will cover approximately 80% of a 3-acre parcel of land. Only one to two parking levels are anticipated to be constructed initially with the future levels added as may be necessary. Therefore the proposed design must be performed for the proposed full build out condition to allow for the future expansion.

The project entails implementation of the following tasks:

1. Geotechnical Investigation.
2. Site Survey and Preliminary Site Plan.
3. Preparation of Design Build Bid Documents.

**C. ADMINISTRATION**

The project will be contracted between the selected consultant and Lakewood Township. Lakewood Township will review and comment on all prepared documents within their jurisdictional limits. All project funding will be Federal through the above referenced NJ Transit grant.

**D. CONSULTANT SELECTION**

The selection of a consultant will be based on this RFP. Lakewood Township reserves the right to reject all RFPs.

The RFP shall be submitted by 12:00 PM on February 29, 2012 to the Lakewood Township Municipal Building, 231 Third Street, Lakewood, NJ 08701, Attn: Steven Reinman, Deputy Municipal Manager. Lakewood Township is not responsible for mail delivery.

**E. PROPOSAL FORMAT**

The consultant's Proposals package shall not be more than fifty (50), single-sided, 8½" x 11" sheets in length, including resumes, and a schedule of survey, geotechnical and design build document preparation services, firmly bound or stapled. The Fee Schedule shall be submitted in a separate sealed envelope at the same time as the proposal. Five (5) copies are required to be submitted. Lakewood Township's evaluation of proposals shall include, but not be limited to, the following categories:

1. Experience of Firm including past and present working relationships with Lakewood Township and NJ Transit, NJDOT or other state agencies.
2. Familiarity with similar services provided for New Jersey municipal and other government agency parking garages.
3. Office proximity to Lakewood Township
4. The submission of resumes for the Project Manager and other employees to be involved in the project.
5. A narrative demonstrating your understanding of the project/project approach, and detailing your firm's particular ability to perform this work.
6. Anticipated schedule of the duration of the construction document preparation including review time by local, county, federal and state agencies.

**F. SCOPE OF WORK**

The work shall generally proceed in the phases identified as follows. Any work not indicated that the consultant believes will be necessary shall be identified in their proposal and fee schedule.

**TASK 1: GEOTECHNICAL INVESTIGATION**

The Geotechnical Investigation will be performed to identify the subsurface conditions in the proposed project area which will be used by the design build

contractor to determine the most suitable foundation system required for the support of the proposed structure. The soil borings and associated soil testing proposed by the Consultant will provide a detailed characterization of the site's subsurface strata for use in providing more detailed geotechnical recommendations for the structure.

Based on the preliminary information and investigation, Consultant shall complete twenty (20) test borings, performed with a truck-mounted drill rig. The test boring field investigation will consist of eight (8) test borings to a depth 100 ft, four (4) test borings to a depth of 75 ft and eight (8) test borings to a depth of 50 ft below existing grade, or to "refusal," whichever occurs first. Normal sampling in the soil overburden in the test borings will be done at intervals of 2 ft for the first 10 ft and at 5 ft intervals thereafter with a 2-inch O.D. split-spoon sampler. Intact, "undisturbed" samples of any soft or cohesive strata using a 3-inch O.D. thin-walled tube sampler have been excluded. Observations for water level will be made during drilling and after completion; however we have excluded the use of water observations pipes.

Upon completion of the field investigation, the Consultant will conduct the necessary laboratory tests on the recovered samples, evaluate the engineering characteristics of the soils encountered, carry out analyses, and prepare a geotechnical engineering report presenting Consultant's findings and recommendations, from a soils engineering viewpoint, regarding the design of the proposed building foundations.

NJDEP permits will be required for borings deeper than 50 ft below existing grade. It is assumed there will not be requirements to provide maintenance and protection of traffic for this work, as the test borings will be drilled outside to the existing roadway travel lanes. It is understood that the site will be truck accessible, that the right-of-entry exists, and that all available underground utility information will be provided prior to mobilization. Prior to drilling, the drilling subcontractor will call in for the buried utility mark out, as required by NJ State law (including NJ-One Call system, local and County utility agencies). Information will be provided to allow for the layout of the test boring in the field from existing permanent features. Surveying to determine the actual location and elevation of the test borings, if required will be provided by others and is not included in this scope of work.

## **TASK 2: SITE SURVEY AND PRELIMINARY SITE PLAN**

The proposed three (3) acre parcel of land will be field surveyed to identify all existing conditions and verify the deed boundaries. This scope of work will also include deed and map research to accurately identify the property boundaries. The property corners will be staked and identified on the site survey plan in order to provide a baseline or reference points for the design build contractor.

This site survey plan will be used to prepare a preliminary site plan to identify the parking garage structure location and site improvements required for the project. The Township planning and zoning ordinance requirements will be identified on the preliminary site plan. This information will be included in the preparation of

the design build bid documents as a guideline for preparation of the final site plan for the project.

The site survey and preparation of the survey plan will include the following subtasks:

**1. Deed and map research, plots and closures**

Consultant will obtain copies of all deeds and filed maps from the Ocean County court house for the property to be surveyed and all adjoining properties. A composite deed plotting and closures will be prepared for the property in question, noting points found or set in the deed plots, along with any problem areas (gores and overlaps). The client will provide a copy of a current title report with supporting documents for the property to be surveyed. (if available)

**2. Global Positioning System (GPS) Control Points**

Consultant will have its GPS survey field crew provide the Horizontal control datum in NAD-1983. The Vertical control datum will be in NAVD-1988. All the survey information will be based in the New Jersey State Plane Coordinate System (GIS format).

**3. Field Survey**

Consultant's survey team will field locate as many property corners as possible on the property in question, adjoining right-of-way (ROW's), properties, and sub-divisions. Consultant will verify and confirm deed boundaries and distances as described in the deeds and on various filed maps/surveys. The consultant's survey crew shall locate and obtain topographic information for all existing conditions on the property in question along with a minor overlap.

**4. Office Calculations and Metes & Bounds Description**

Consultant will resolve the topographic outbound survey plan by using all the above-referenced information. Along with this project, Consultant will prepare a metes and bounds description for the property in question. The topographic outbound survey shall show all survey information that is needed to complete the project and satisfy the Township of Lakewood.

**5. Drafting**

Consultant's Drafting/CADD Department will draft the topographic outbound survey plan using AutoCAD version 2005, LLD-2, in Windows 2000 (or approved equal by Township). Consultant will prepare the topographic outbound survey plan at the appropriate scale. The topographic outbound survey plan will show all information needed to complete the project and satisfy the requirements of Township of Lakewood.

**6. Property Corners**

Steel rebar with caps will/can be set at the property corners as per the State Board of Professional Engineers and Land Surveyors.

## **7. Final Product**

The following shall be provided to the Township of Lakewood under this contract:

- Six (6) signed, sealed and dated paper copies of the topographic outbound survey plan.
- Six (6) signed, sealed and dated paper copies of the metes & bounds description.

### **TASK 3: DESIGN BUILD BID DOCUMENTS**

The preparation of the Design Build Bid Documents will include all design criteria required by the bidder in order to provide a complete bid package for the proposed parking garage. It will include the Geotechnical Investigation Report, the Site Survey, the Preliminary Site Plan and all required design information. The Bid Documents will identify the design, permits, building code requirements, contract requirements and schedule requirements for completion of the project. The design document shall also establish proposed quality values, cut sheets, design requirements and identify standards for mechanical, electrical, plumbing, structural materials and traffic circulation.

The Engineering services scope will also include meetings and coordination with the Township in order to review and prepare the final bid documents. Consultant's work under this task will be on-going through the design build contractor solicitation period. Consultant will meet with the Township and NJ Transit on an as needed basis. Additionally coordination will be provided to all outside agencies including NJDEP, County, County Soil Conservation District, and any other outside agency having jurisdiction over the project. Meetings with these agencies will be held on an as needed basis. Requirements of these agencies will be obtained and coordinated so that they are included in the contract documents for bidding by perspective design build contractors. Constant communication will be provided to ensure a comprehensive document is produced which serves the needs of the Township during this design build contractor solicitation period. If necessary, a Public Hearing will be attended and coordinated by the applicant to solicit Public input on the proposed project.

During the RFP process, to obtain bid submissions from interested Design Build Contractors, the consultant shall respond to questions and issue clarifications as required to address.

Once the Bid Proposals by the design build contractor are provided, Consultant will assist the Township in the review of each proposal to ensure they are in conformance with the Bid Documents.

**G. FEE SCHEDULE**

**The Fee Schedule shall be submitted under separate cover in a sealed envelope.**  
**The Fee Schedule is subject to negotiation.**

The consultant shall identify their lump sum costs in the format below and shall invoice on a percentage complete basis. The lump sum fee shall include all direct and indirect expenses that the consultant may encounter on the project.

- |  |                   |
|--|-------------------|
| 1. Geotechnical Investigation            | Lump Sum \$ _____ |
| 2. Site Survey and Preliminary Site Plan | Lump Sum \$ _____ |
| 3. Design Build Bid Documents            | Lump Sum \$ _____ |

Additional Unspecified Services

The consultant shall also provide a schedule of hourly fees for any additional unspecified services that may arise during the course of the project.

**H. NJ TRANSIT CORPORATION DBE REQUIREMENTS**

Since NJ Transit monies are proposed for use for this project, Consultant shall comply with applicable current DBE Requirements as outlined in its ***“DBE Requirements for Federally Funded Race Conscious Procurement Activities” document, dated January 7, 2004.***

It is the policy of NJ Transit that Disadvantaged Business Enterprises as defined in the US Department of Transportation Regulation 49 CFR Part 26 shall have the opportunity to compete for and participate in the performance of contracts financed in whole or in part with Federal funds.

**I. QUESTIONS REGARDING REQUEST FOR PROPOSAL**

All questions to this RFP shall be submitted to Lakewood Township in writing via fax at 732-905-5991 to the attention of Steven Reinman, Deputy Municipal Manager.

**J. STATE BUSINESS REGISTRATION PROGRAM**

In accordance P.L. 2004, c. 57 the contracting firm shall provide a copy of their New Jersey Business Registration at the time the proposal is submitted. It will not be counted as one of the fifty (50) pages in the proposal package.

<b>STANDARD BID DOCUMENT REFERENCE</b>	
	<b>Reference: VII-D</b>
Name of Form:	<b>BUSINESS REGISTRATION CERTIFICATE</b>
Statutory Reference:	N.J.S.A. 52:32-44 (P.L. 2004, c.57)
Instructions Reference	Statutory and Other Requirements VII-D
Description:	Contractor must provide State Division of Revenue issued Business Registration Certificate with the bid submission.

Detailed information on this requirement is found in Division of Local Government Services Local Finance Notices 2004-17 (8/6/04), 2004-24 (11/1/04) and on the Division web site at [www.nj.gov/dca/lgs/lpcl](http://www.nj.gov/dca/lgs/lpcl). These resources and a Frequently Asked Questions resource should be consulted when questions arise.

**ALERT**  
**FAILURE TO INCLUDE A COPY OF YOUR**  
**NEW JERSEY BUSINESS REGISTRATION CERTIFICATE**  
**IS CAUSE FOR AUTOMATIC REJECTION OF YOUR PROPOSAL**

**EXHIBIT A**  
**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**Goods, Professional Services and General Service Contracts**  
**(Mandatory Affirmative Action Language)**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting for the provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2 or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:



Letter of Federal Affirmative Action Plan Approval  
Certificate of Employee Information Report  
Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance and EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

**APPENDIX A**  
**AMERICANS WITH DISABILITIES ACT OF 1990**  
**Equal Opportunity for Individuals with Disability**

The contractor and the Borough of Jamesburg, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the *owner shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.